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UNITED STATES DISTRICT COURT
DISTRICT OF OREGON

MERCHANTS BONDING COMPANY
(MUTUAL), an Iowa company,

Plaintiff,

v.

SKINNER BONDING OF OREGON, INC.,
an Oregon corporation,

Defendant.

Civil No.: 3:07-CV-491-HU

**ORDER GRANTING PRELIMINARY
INJUNCTION**

The court having considered Plaintiff Merchant Bonding Company's ("Merchants") Motion for Temporary Restraining Order and Preliminary Injunction and the Stipulated Preliminary Injunction agreed to by the parties, it is **HEREBY ORDERED THAT:**

1. A preliminary injunction shall be entered during the pendency of this lawsuit or until ordered otherwise by this court as follows:
 - a. Defendant Skinner Bonding shall immediately stop marketing, delivering, and/or executing bonds on Merchants' behalf or in the

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ORDER GRANTING PRELIMINARY INJUNCTION
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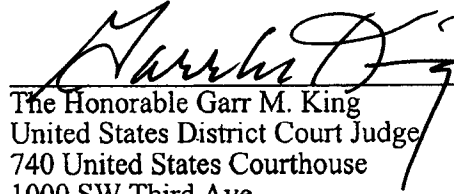
Merchants' name;

- b. Defendant Skinner Bonding, within ten days of this Order, shall identify to Merchants with specificity all bonds executed by Skinner Bonding on Merchants' behalf or in Merchants' name;
- c. Defendant Skinner Bonding shall hold in trust, and not transfer, dispose of, or in any way encumber premiums it has obtained in connection with its execution of bonds on behalf of or in Merchants' name;
- d. Defendant Skinner Bonding, within 10 days of this Order, shall produce to Merchants a detailed accounting – including individual account notations to specify each bond transaction and premium payment as a separate and distinct charge – of all bonds executed on behalf of or in Merchants' name;
- e. Defendant Skinner Bonding shall permit Merchants to examine Skinner's records for the time period that Skinner first started executing Merchants' bonds (October 2003) through the present; and,
- f. Defendant Skinner Bonding shall immediately return to Merchants all Merchants-related supplies, and shall delete Merchants' power of attorney from its data base.

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2. Based on the stipulation of the parties, the security required by FRCP 65(c) is waived and need not be posted by plaintiff Merchants Bonding.

DATED this 13 day of April, 2007.


The Honorable Garr M. King
United States District Court Judge
740 United States Courthouse
1000 SW Third Ave.
Portland, OR 97204-2902

Prepared by:


THE DUBOFF LAW GROUP, LLC

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CERTIFICATE OF SERVICE

I, Loren D. Podwill, hereby certify that on April 13, 2007, I served the foregoing
ORDER GRANTING PRELIMINARY INJUNCTION on the attorneys of record herein,
by e-mail and regular mail to said attorneys a true copy thereof, contained in a sealed
envelope, with postage prepaid, addressed to said attorneys last known address as shown
below, and deposited in the post office at Portland, Oregon.

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By 
Loren D. Podwill, OSB #843241

Attorneys for Plaintiffs